

# VIRGINIA DEPARTMENT OF FORESTRY

## AGREEMENT FOR THE AERIAL APPLICATION OF HERBICIDES

TRACT NO. \_\_\_\_\_ PARCEL NO. \_\_\_\_\_

Memorandum of agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter called the landowner and the Department of Forestry hereinafter called the Department.

### WITNESSETH THAT:

The Department recognizes the need to provide forest management assistance in those instances where forestry consultants, contract operators, or specialized forestry equipment is unavailable to complete a planned forestry project for private forest landowners. For and in consideration of the agreement of the landowner to pay to the Department charges as herein agreed upon, the Department agrees to arrange for and work with an independent aerial contractor to aerially apply herbicides as prescribed by the Forester on approximately \_\_\_\_\_ acres on a certain tract of land of the landowner, on or near Route No. \_\_\_\_\_ In the County/City of \_\_\_\_\_, Virginia.

It is specifically agreed by and between the parties hereto:

1. That the landowner or his agent will assume responsibility for boundaries of the tract as accurately described to the forester, on which forestry work is carried out.
2. That the landowner will permit the helicopter to land and take off from the locations so selected by the Department and will also permit rights of ingress and egress over landowner's land to the helicopter locations for all men, materials, and equipment necessary to the project.
3. That the landowner, in further consideration of the service rendered by the Department, declares it to be his intent to protect and manage his woodlands for timber production and multiple-use benefits.
4. That the Department will provide a professional forester to be on the site at the time the herbicides are actually being applied. The Department will select suitable locations for landing and mixing the herbicides and loading the aircraft. The Department will coordinate the application and provide technical expertise on the landowner's behalf in accomplishing this project.
5. That the Department will see that the necessary labor, equipment, materials and supplies, to do this forestry work, are made available through an independent contractor.
6. That the Department will exercise necessary skills and reasonable care in applications of these herbicides but gives no warranty, expressed or implied, as to the success of the wood brush control on this designated tract.
7. That the Department will prescribe the herbicides, rates, mixtures, and application equipment to be used. Herbicides will be chosen on the basis of effectiveness and safety to the environment.

### PAYMENT

The landowner agrees to pay the Department within thirty (30) days of receipt of a statement for services rendered, the of \$ \_\_\_\_\_ per acre for each acre completed.

### WITNESS THE FOLLOWING SIGNATURES:

DEPARTMENT OF FORESTRY

LANDOWNER OR AGENT

NAME (PRINT)

NAME (PRINT)

TITLE

TITLE

SIGNATURE

SIGNATURE